

Attorney's Docket No.: 14255-050001

**OFFICIAL COMMUNICATION FACSIMILE:****OFFICIAL FAX NO: (571) 273-8300****RECEIVED  
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Number of pages including this page 15

Applicant : Mark G. Erlander et al.  
Serial No. : 10/805,171  
Filed : March 19, 2004

Art Unit : Unknown  
Examiner : Unknown

Title : Global Linear Non-Biased Nucleic Acid Amplification

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

A Revocation and New Power of Attorney dated October 26, 2006 is attached.

Respectfully submitted,



Todd E. Garcia, Ph.D.  
Reg. No. 54,112

Fish & Richardson P.C.  
225 Franklin Street  
Boston, MA 02110  
Telephone: (617) 542-5070  
Fax: (617) 542-8906

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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Mark G. Erlander et al.

Serial No. : 10/805,171

Filed : March 19, 2004

Title : Global Linear Non-Biased Nucleic Acid Amplification

Art Unit : Unknown

Examiner : Unknown

Conf. No. : 7392

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) MOLECULAR DEVICES CORPORATION, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. Copies of the assignments or other documents in the chain of title are attached.

1. From Mark G. Erlander, Ranelle C. Salunga, Xiao-Jun Ma, and Eddy Enright to Arcturus Bioscience, Inc., recorded in the Patent and Trademark Office at Reel 015145, Frame 0087 on September 16, 2004.

2. From Arcturus Bioscience, Inc. to Molecular Devices Corporation, as evidenced by the attached copy of Patent Assignment Agreement effective April 3, 2006.

Applicant : Mark G. Erlander et al.  
Serial No. : 10/805,171  
Filed : March 19, 2004  
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Attorney's Docket No.: 14255-050001

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

**J. PETER FASSE**  
Registration No. 32,983

**JANICE L. KUGLER**  
Registration No. 50,429

**TODD E. GARCIA**  
Registration No. 54,112

**JOHN W. FREEMAN**  
Registration No. 29,066

**TIMOTHY A. FRENCH**  
Registration No. 30,175

**JOHN F. HAYDEN**  
Registration No. 37,640

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

**PTO Customer Number: 26161**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

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NO. 5241 P. 4

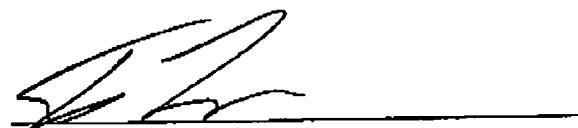
Applicant : Mark G. Erlander et al.  
Serial No. : 10/805,171  
Filed : March 19, 2004  
Page : 3 of 3

Attorney's Docket No.: 14255-050001

Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 10/26/06



Todd French  
Title: Director of Technology

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UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

**FAXED**

Docketing 9/22/04

HJM

SEPTEMBER 18, 2004

PTAS

TOWNSEND AND TOWNSEND AND CREW LLP  
KAWAI LAU  
TWO EMBARCADERO CENTER, 8TH FLOOR  
SAN FRANCISCO, CA 94111-3834



\*700115391A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
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FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/16/2004

REEL/FRAME: 015145/0087  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 022041-001110US

ASSIGNOR: ERLANDER, MARK G.	DOC DATE: 09/01/2004
ASSIGNOR: SALUNGA, RANELLE C.	DOC DATE: 09/01/2004
ASSIGNOR: MA, XIAO-JUN	DOC DATE: 09/01/2004
ASSIGNOR: ENRIGHT, EDDY	DOC DATE: 09/01/2004

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Docketing

015145/0087 PAGE 2

ASSIGNEE:

ARCTURUS BIOSCIENCE, INC.  
400 LOGUE AVENUE  
MOUNTAIN VIEW, CALIFORNIA  
94043-  
4019

SERIAL NUMBER: 10805171

FILING DATE: 03/19/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: GLOBAL LINEAR NON-BIASED NUCLEIC ACID AMPLIFICATION

MARCUS KIRK, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

Attorney Docket No.: 022041-001110US

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ASSIGNMENT OF PATENT APPLICATION CENTRAL FAX CENTER

OCT 27 2006 JOINT

WHEREAS, Mark G. Erlander of 442 Hillcrest Drive, Encinitas, CA 92024; Ranelle C. Salunga of 2036-80 Coolidge Street, San Diego, CA 92111; Xiao-Jun Ma of 4482 Calle Mar De Armonia, San Diego, CA 92130; Eddy Enright of 3872 Creststone Place, San Diego, CA 92130, hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: GLOBAL LINEAR NON-BIASED NUCLEIC AMPLIFICATION

Date(s) of execution of Declaration:

Filing Date: March 19, 2004

Application No.: 10/805,171; and

WHEREAS, Arcturus Bioscience, Inc., located at 400 Logue Avenue, Mountain View, CA 94043-4019, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

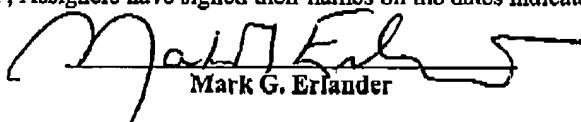
For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

Assignors hereby authorize and request Townsend and Townsend and Crew LLP, Two Embarcadero Center, Eighth Floor, San Francisco, CA 94111-3834, to insert herein above the application number and filing date of said application when known.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 9-1-04

  
Mark G. Erlander

STATE OF California,  
COUNTY OF Santa Clara ss.

## Assignment

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On Sept 1<sup>st</sup> 2004, before me, Varish Modi, Notary Pub.  
 personally appeared Mark G. Erlander, personally known to me (or proved to me on the  
 basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and  
 acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on  
 the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



NOTARY PUBLIC

My Commission Expires: April 9, 2006Dated: 9/1/04

Ranelle C. Salunga

STATE OF CaliforniaCOUNTY OF Santa Clara ss.

On Sept 1<sup>st</sup> 2004, before me, Varish Modi, Notary Pub.  
 personally appeared Ranelle C. Salunga, personally known to me (or proved to me on the  
 basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and  
 acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on  
 the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC

My Commission Expires: April 9, 2006Dated: 9-1-04

Xiao-Jun Ma

STATE OF CaliforniaCOUNTY OF Santa Clara ss.

On Sept 1<sup>st</sup> 2004, before me, Varish Modi, Notary Pub.  
 personally appeared Xiao-Jun Ma, personally known to me (or proved to me on the basis of

## Assignment

Attorney Docket No.: 022041-001110US  
Page 3

satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity; and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Ulueods...*

NOTARY PUBLIC

My Commission Expires: April 9, 2006

Dated: 7/1/04

*Eddy Enright*

Eddy Enright  
EDWARD (EE)

STATE OF California  
COUNTY OF Santa Clara ss.

On Sept 1<sup>st</sup> 2004, before me, Varish Modi, Notary Public, personally appeared Edward Eddy Enright, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Ulueods...*

NOTARY PUBLIC

My Commission Expires: April 9, 2006



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OCT 27 2006

**PATENT ASSIGNMENT AGREEMENT**

This **PATENT ASSIGNMENT AGREEMENT** (the "*Agreement*") is made and effective as of April 3, 2006, by and between Arcturus Bioscience, Inc., a California corporation ("Seller"), and Molecular Devices Corporation, a Delaware corporation ("Purchaser").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of April 3, 2006, by and between Seller and Purchaser (the "*Asset Purchase Agreement*"), Purchaser is acquiring from Seller all of Seller's right, title and interest in and to the Acquired Patents (as defined below).

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer, to the Purchaser, its successors, legal representatives, and assigns, the Seller's entire right, title, and interest in:

- (a) the patents and patent applications set forth on Schedule I hereto (collectively the "*Acquired Patents*");
- (b) any provisional or other right to recover damages, including royalties, for prior infringement of any Acquired Patent; and
- (c) any patents of the United States or other countries that may be granted for or on any patent application included in the Acquired Patents, including continuation, divisional, continuation-in-part, reissues, re-examinations and extensions of any such application or patent.

The above-granted rights, titles, and interests are to be held and enjoyed by the Purchaser, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller had this sale and assignment not been made.

Seller agrees and covenants that it will cooperate in any actions (i) necessary for Purchaser to effectuate the transfer and assignment of the Acquired Patents to Purchaser, including without limitation the execution of documents necessary to record the assignment with the appropriate government agencies, at Seller's reasonable cost and expense; (ii) necessary for Purchaser to prosecute, maintain, renew or register its rights, title and interests in and to the Acquired Patents, including without limitation United States and foreign registrations, at Purchaser's cost and expense; and (iii) brought to enforce and/or defend (including interference proceedings) the rights assigned to Purchaser pursuant to this Agreement against third parties, at Purchaser's cost and expense.

In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto. Nothing in this Agreement shall enlarge or expand the representations and warranties of Seller related to the Acquired Patents contained in the Asset Purchase Agreement. This Agreement shall be construed in accordance with, and governed in all

respects by, the laws of the State of California (without giving effect to principles of conflicts of laws).

The Seller hereby requests the Commissioner of Patents to issue the Acquired Patents of the United States to the Purchaser for the sole use and behalf of the Purchaser, its successors, legal representatives, and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: 

Print Name: Timothy A. Harkness

Title: Chief Financial Officer,  
Senior Vice President  
Finance and Operations

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: 

Print Name: 

Title: 

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

OCT. 27. 2006 3:30PM

(3) FISH & RICHARDSON 6175428906

NO. 5241 P. 13

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: A. Schuh \_\_\_\_\_

Print Name: A. SCHUH \_\_\_\_\_

Title: CEO \_\_\_\_\_

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

### Schedule I

All of the patents, patent applications and patent rights that are owned by Seller and that were used in or are used in the Life Sciences Business, or are currently being evaluated by Seller (as evidenced in Records) for use in the Life Sciences Business, including the patents, patent applications and patent rights identified in this **Schedule I**, and any counterparts, reissues, reexaminations, divisions, extensions, continuations and continuations-in-part of, and any other patents issuing therefrom or claiming priority thereto, any of the foregoing, in each case in any jurisdiction in the world.

“Life Sciences Business” shall mean any business operations of Seller related to the research, development, marketing and promotion of Seller’s instruments, reagents and disposable products for the molecular analysis of microscopic tissue samples, including the Specified Products, all as operated by Seller as of the date hereof. The “Life Sciences Business” expressly excludes Seller’s business operations that relate exclusively to research and development with a goal of identifying clinically useful biomarkers and commercialization of products and services that measure validated biomarkers for the purposes of reporting a diagnostic result to a human patient or physician. “Specified Product” shall mean Seller’s products for the molecular analysis of microscopic tissue samples including (a) all laser capture microdissection (LCM) instruments, (b) all reagents, disposable products and accessories used in connection with the LCM instruments, including reagents for nucleic acid isolation, amplification, detection and expression analysis, and micro-devices for low volume capture, extraction and purification of biological molecules, (c) all standalone products comprising any of the foregoing, and (d) all previous and future versions, translations, modifications, enhancements, improvements, upgrades, accessories, follow-ons or outgrowths of or to any of the foregoing or any related products currently under development. For clarity, the following Seller products are included in the Specified Products: Veritas™ XT Microdissection System, Veritas™ Microdissection System, PixCell® IIe LCM System, CapSure® LCM Caps, Paradise® Reagent System, Paradise® Whole Transcript RT Reagent System, RiboAmp® RNA Amplification Kit, RiboAmp® OA RNA Amplification Kit, RiboAmp® OA 1 Round RNA Amplification Kit, RiboAmp® HS RNA Amplification Kit, PicoPure® RNA Isolation Kit, PicoPure® DNA Extraction Kit, HistoGene® LCM Immunofluorescence Staining Kit, HistoGene® LCM Frozen Section Staining Kit, CapSure® HS LCM Caps, CapSure® Micro LCM Caps, ExtracSure™ Sample Extraction Devices, Miracol™ Purification Columns, PrepStrip™ Tissue Preparation Strips and AutoPix® Microdissection System. “Records” shall mean all books, records, files, data (whether in hard copy or electronic form), customer lists, customer records, copies of all documentation related to the accounts receivable generated from the Life Sciences Business, vendor records, research and development reports, scientific and technical documents (including original laboratory notebooks, data, vector maps, protocols, user manuals, and application notes that relate to the internal or commercial use of the Specified Products or otherwise to the Acquired Patents or Acquired Trademarks or that may be useful for prosecuting or enforcing the Acquired Patents or Acquired Trademarks) and advertising and promotional materials.

	Description	Jurisdiction	Registration / Application No.
156.	GLOBAL LINEAR NON-BIASED NUCLEIC ACID AMPLIFICATION	US	10/805171
157.	3' BIASED MICROARRAYS	US	60/475812
158.	3' BIASED DETECTION OF NUCLEIC ACIDS	EP	04754225,3
159.	3' BIASED DETECTION OF NUCLEIC ACIDS	PCT	PCT/US04/17572
160.	3' BIASED MICROARRAYS	US	10/769476
161.	DETERMINATION OF RNA QUALITY	US	60/554527
162.	DETERMINATION OF RNA QUALITY	PCT	PCT/US05/09087
163.	DETERMINATION OF RNA QUALITY	US	11/084582
164.	METHOD FOR HEATING MICROFLUIDIC CIRCUITS AND MOVING FLUIDS	US	60/443,209
165.	CONSUMABLE FOR LASER CAPTURE MICRODISSECTION AND METHOD OF MANUFACTURE	US	11/276,887
166.	LASER CAPTURE MICRODISSECTION (LCM) EXTRACTION DEVICE AND CARRIER AND METHOD FOR LCM FLUID PROCESSING	EP	06004922.8
167.	PROCESSING TECHNOLOGY FOR LCM SAMPLES**	AU	4812600A
168.	ROAD MAP IMAGE FOR AUTOMATED MICRODISSECTION**	AU	20020035174D
169.	AUTOMATED LASER CAPTURE MICRODISSECTION**	AU	2922701A
170.	HYBRIDIZATION STATION**	AU	3792701A
171.	LASER CAPTURE MICRODISSECTION (LCM) EXTRACTION DEVICE AND DEVICE CARRIER AND METHOD FOR POST-LCM FLUID PROCESSING**	AU	5924101A
172.	LOW VOLUME FILTRATION COLUMN DEVICES AND METHODS OF FILTERING THEREWITH**	AU	2003254250A1
173.	IMPROVED NUCLEIC ACID AMPLIFICATION**	AU	2003220249A1
174.	PRESERVATION OF RNA QUALITY AND CONTENT IN TISSUE SECTIONS DURING IMMUNOHISTOCHEMISTRY**	AU	2003290479A1